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SEN 4649

**Agreement Between The
Brockport Central School District**



**And The
Local 200UNITED, AFL-CIO
Service Employees' International Union**



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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1, 2005 – June 30, 2008

374

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AGREEMENT

MADE AND ENTERED into April 8, 2005, to be effective July 1, 2005, by and between the BROCKPORT CENTRAL SCHOOL DISTRICT, hereinafter referred to as the "DISTRICT",
AND
LOCAL 200UNITED, S.E.I.U., AFL-CIO, hereinafter referred to as the "UNION".

WITNESSETH

ARTICLE 1 RECOGNITION

1.1 The District recognizes the Union as the sole and exclusive bargaining agent for all of its non-teaching employees, excluding: Manager of Cafeteria, Director of Building and Grounds, Working Foremen, Safety and Security Coordinator, Director of Transportation, Assistant Director of Transportation, District Treasurer, Board Clerk, Payroll Clerk, Registrar, Account Clerk, Receptionist/Switchboard Operator, Manager of School Plant, Head Mechanic, Bus Driver-Trainer/Safety Coordinator, the Coordinator of Technical Systems Support, Assistant Coordinator of Technical Systems Support, District Office Secretaries, Nurse, Nurse Assistant, Occupational Therapist, Occupational Therapist Assistant, Physical Therapist; those secretaries who work in the central office or who work for the Superintendent of Schools or a supervisor/administrator with a district wide function, including, secretaries to Assistant Superintendent, Director of Pupil Personnel, Director of Curriculum, Director of Food Services, Director of Buildings and Grounds, Director of Transportation, Director of Health, Physical Education, and Athletics, all substitutes, all temporary employees and all part-time employees as defined in employee definitions; provided that long-term substitutes/temporary employees in full-time, school year or regular hourly positions whose term of appointment is for 90 or more calendar days shall be entitled to the wage rates, health insurance, pro-rated holidays, pro-rated sick leave and pro-rated personal leave days provisions of agreement only. If a long term substitute/temporary employee (90 calendar days or more) is appointed to a permanent position in the same job classification immediately following such substitute/temporary service, the employee's seniority shall be retroactive to the beginning of such substitute/temporary service.

1.2 In the event an employee's initial term of appointment of less than 90 calendar days is exceeded, he or she shall be provided benefits hereunder for long-term substitutes/temporary employees commencing with the completion of 90 calendar days. Temporary employees shall be utilized for special projects or to fill positions that are anticipated to be temporary in nature.

1.3 Temporary or substitute employees will not be utilized to fill vacancies on a permanent basis.

1.4 The District agrees to negotiate with no organization other than the Union for the duration of the recognition. Such recognition shall extend to the limits provided by law.

ARTICLE 2 NO STRIKE CLAUSE

2.1 As a condition of the various provisions of the Agreement to which the parties have agreed, the Union covenants, pledges and agrees that no member of the Union will engage or participate in a strike during the term of this Agreement, and the Employer pledges that it will not conduct, or cause to be conducted, a lock out during the term of this Agreement.

2.2 The Union shall be required to take affirmative steps to stop members from strikes, sit-downs, slowdowns, stoppage of work, boycotts, or any unlawful acts that interfere with the Employer's operation for the duration of this Agreement.

2.3 The Employer reserves the right to discipline (including discharge) employees who violate the NO STRIKE CLAUSE.

ARTICLE 3
RIGHTS OF EMPLOYEES

3.1 Any employee covered by the provisions of this Agreement shall be free to join, refrain from joining, or withdraw from the Union without fear of coercion, reprisal, or penalty from the Union, its Agents, or the District and its Agents.

ARTICLE 4
NON-DISCRIMINATION

4.1 No employee covered by this Agreement shall be discriminated against because of membership or activities or lack of membership or activities on behalf of the Union. Neither the District nor the Union shall unlawfully discriminate against any employee covered by this Agreement on account of race, color, creed, religion, national origin, political affiliation, sex, sexual orientation, gender identity, age, marital status, military status, veteran status or disability. Any claim of a violation of this provision of the Agreement shall be processed through the grievance procedure, but arbitration shall not be available and employees may process their claims under state and federal laws.

ARTICLE 5
MANAGEMENT RIGHTS

5.1 The District retains the right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services, to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the right to discipline, suspend and discharge employees for cause; to hire, layoff, assign, transfer, promote and determine the qualifications of employees, to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

ARTICLE 6
DUES CHECK-OFF

6.1 The Employer agrees to deduct monthly Union dues, and/or uniform assessments of the Local Union from any employee from whom written authorization is received and to send such dues to the business office of the Union in Syracuse, New York.

6.2 Dues check-off authorizations shall remain in effect until revoked, in writing, by the employee and submitted to the District, with notification to the Union.

6.3 Upon receipt of written authorization from an employee, the employer shall, pursuant to such authorization, deduct from the wages of the employee, a sum specified in said authorization, and remit same for the SEIU Committee on Political Education (COPE). The Union shall provide a standard voluntary COPE deduction authorization form for this purpose. A Union member may withdraw their authorization at any time, provided the employee notifies the employer in writing of this withdrawal, with a copy to the Union.

6.4 The Union agrees to indemnify and save the Employer harmless from any and all claims, suits or any other forms of liability arising out of all deductions of money for the Union (including but not limited to deductions for dues, COPE, Union dental, Union disability, etc.)

6.5 Forms to be used for Union deductions shall be furnished by the Union, and shall conform to the requirements provided in this Article.

ARTICLE 7 MEET AND DISCUSS

7.1 The two parties have agreed, concurrently with conclusion of a collective bargaining agreement, that each will conform to the "Meet and Discuss" provisions which they recognize to provide:

"Meet and Discuss" means the obligations of an employer upon request to meet at reasonable times and discuss recommendations submitted by representatives of employees.

7.2 The Employer shall be represented in "Meet and Discuss" sessions by not more than five persons, all of the employer's own choosing.

7.3 The employee organization shall be represented in "Meet and Discuss" sessions by not more than five persons of its own choosing.

7.4 The "Meet and Discuss" committees representing the employer and the employee organization shall meet periodically, at times mutually agreeable by the two committees, but either party shall have the right to require a meeting not more frequently than monthly. Such meetings may be held during the regular working hours of employees by mutual agreement and, if so, employees involved shall suffer no loss of wages for said meetings.

7.5 The "Meet and Discuss" procedure contained in this Article shall not be considered collective bargaining, nor shall the consideration of recommendations vary any term of this Agreement unless agreed upon in writing by the parties.

7.6 The parties agree that the procedure contained in this Article shall not be employed unless the issues or problems to be discussed have been presented to and reviewed by the appropriate Department Head or Building Principal in an effort to resolve the same. "Meet and Discuss" meetings may be held on a departmental basis, where appropriate.

ARTICLE 8 EMPLOYEE DEFINITIONS

8.1 Definitions of Full-Time, School Year and Regular Hourly Employees are as follows:

"Full-Time" - Calendar year (52 weeks) and six (6) or more hours per day.*

"School Year" - September through June and six (6) or more hours per day.**

"Regular Hourly Employees" - Less than six (6) hours per day and daily assignments during the school year.***

"Part-Time" - All other: including summer work, less than full week, substitutes, etc.

* Includes eleven (11) month secretaries.

** Includes full-time, regular assigned bus drivers and cooks.

*** Includes cafeteria employees other than cooks.

ARTICLE 9

TRANSPORTATION/BUS DRIVERS - WORKING CONDITIONS

9.1 Regularly Assigned Drivers - Drivers who drive regular driving assignments every school day: Assignments will normally be designated as "A.M. Routes", "Noon Routes" and "P.M. Routes" and will be based on the Brockport Central School District Calendar showing days in session (September 1 - June 30). The assignment includes driving plus bus checkout, cleaning, checking oil and fueling.

9.2 Bus drivers who accept extra trips which will require travel outside of a fifty (50) mile radius from the District shall be provided with cash and/or credit cards for appropriate trip expenses in advance. All expenses for all extra trips must be verified by appropriate vouchers or receipts.

9.3 Routes or runs that become permanently vacant shall be subject to bids according to seniority as provided in Article 23. Permanent vacancies shall be filled by the employee whose bid is approved no later than forty (40) days after the job becomes permanently vacant or no later than the next Board meeting at which the filling of the vacancy is considered, whichever is sooner. The District shall fill the vacancy (if no employee's bid is approved or the position left vacant by an approved bidder) with a new employee or substitute. In the event the vacancy is filled by a substitute, the District shall fill the position by permanent appointment from among qualified applicants at the next regularly scheduled Board meeting held at least one week thereafter.

9.4 Routes shall be set by the beginning of the school year in September. No driver shall have his or her route changed permanently during the school year unless he or she is notified and given an opportunity to discuss the reasons for the change. Changes that are made during the summer will be communicated during the State mandated pre-school driver course in August. These requirements do not apply to students with disabilities runs.

9.5 Bus driver and bus attendant positions available during the summer will be offered to persons within the appropriate classification (bus driver or bus attendant) each summer on the basis of seniority in each classification and then in the other classification in order of declining seniority before substitute or outside applicants are hired. When a driver or attendant is absent from their summer run, the District will call at least the first three bargaining unit substitutes by seniority for each absence before asking any other bargaining unit member or substitute to perform such work. Only those individuals who have previously indicated in writing their availability for such substitute work will be considered as bargaining unit substitutes in this context. Summer runs will be posted during the last week of school. The awarding of runs will be based on seniority except that attendance and job performance will be considered in distribution of summer work. No driver or attendant will be considered for a summer run unless they are available to work during the first week. Summer run drivers and attendants who miss 5 (five) days will be removed from the summer run.

9.6 Effective July 1, 1997, summer bus drivers and bus attendants who also hold positions as regular drivers and regular attendants during the school year are eligible for paid jury duty leave in accordance with Article 19.

9.7 The five-hour guarantee shall apply to summer drivers and summer attendants. Regular bus drivers who serve as bus attendants during the summer will be paid at the rate paid during the summer of 2003.

9.8 No other contractual benefit, including but not limited to the use of personal days, the use of sick days, the use of family illness days, and the use of bereavement leave, the accrual of seniority or the accrual of sick time, paid holidays, emergency closings, etc. shall be available to summer bus drivers and summer bus attendants.

9.9 Shuttle Runs - Bus Drivers who drive short runs shall drive shuttle and noon runs.

9.10 Breakdowns or Accidents - In case of a breakdown or an accident and the vehicle is inoperable, the driver will be paid the normal workday regular rate of pay for that time.

9.11 Starting Buses - All buses parked outside will be started by the mechanics, at the discretion of the Director of Transportation during the period December 1 through March 15.

9.12 The District agrees to define what constitutes a regular bus run.

9.13 Extra Trips - All bus drivers will be paid at the extra trip rate (Bus Driver Trip Rate) as referenced in Appendix A-2 (Bus Driver Trip Rate job classification) of the negotiated agreement.

9.14 Extra Trip Assignments - The Director of Transportation will in conjunction with the Union develop an extra trip list based on seniority. The rules regulating extra trips shall include, but not be limited to:

- a) The employee option to not be assigned to the extra trip schedule.
- b) The charging of time against an employee for failing to take his or her turn.
- c) Disciplinary action to be taken if trips are accepted but not completed.
- d) Drivers may not take an extra trip which would interfere with their regular run. However, substitutes will have no rights to extra trips which do not interfere with a driver's regular run. Drivers may be denied extra trips which will result in more than 40 hours in any workweek of total working time.

9.15 The District agrees to assign qualified personnel to assist in overseeing the students with disabilities as required by the Committee on Special Education.

9.16 The District will make every effort to see that children who are sick (and require medical attention) are not sent home on a school bus.

ARTICLE 10 WORK WEEK AND REGULATIONS

10.1 The workweek shall start at 12:00 a.m. Saturday and end the following Saturday 11:59 p.m.

10.2 Work schedules (hours of work and days of the week) shall be posted for all employees at the beginning of the school year. These schedules are subject to change due to operational needs or a bona fide emergency.

10.3 Any employee who is called back to work after completing his regular days' work shall be guaranteed four (4) hours' work or one-half day at time and one-half (1½). The guarantee will apply to all circumstances where an employee was asked to return (called back) to work on either that employee's regular workday or a weekend. The four-hour call back will not apply to any scheduled overtime or instances where a work shift was extended or begun early. The four-hour call back will not apply to those instances where an employee checks in, at his/her convenience to check a project, equipment or to provide supervision to workers.

10.4 Any employee who is assigned to work in a higher classification shall receive a \$.60/hr increase to that employee's existing base wage rate. However, if an employee is assigned to work in a lower classification, the employee shall be paid their regular rate of pay.

10.5 The District will provide an appropriate number of uniforms for those employees who are required to wear a uniform. Rented uniforms will be maintained by the District. These uniforms are not to be worn for off-duty work or recreation.

10.6 All overtime opportunities involving work pertaining to the bargaining unit employees shall be offered by Seniority to those employees within their classification before any substitutes or other persons are asked to perform those duties. Overtime opportunities shall be rotated among the employees in the classification and in the building where the work is to be performed, provided that the employee eligible for overtime is qualified and capable by training and experience to perform the work. Supervisors responsible for assigning overtime shall maintain a list of opportunities given to employees. The list shall be available to the Union and to affected employees. The employer shall have the right to determine qualifications and capabilities for overtime work in the first instance. Any employee who is called for overtime work but refuses the same shall be considered as having taken such work for purposes of the requirement that overtime work be rotated. An employee on Sick Leave or Vacation Status shall not be eligible to work overtime on those days that the employee is on Sick Leave or Vacation Status.

10.7 Saturdays, Sundays and Holidays are considered as premium days except where assignment to these days is a part of a regular workweek.

10.8 The District agrees to pay a shift differential of thirty (.30) cents per hour to all employees who work the second shift and forty-five (.45) cents per hour should they work the third shift.

10.9 Time and one-half (1½) will be paid for all hours worked in excess of eight (8) hours in any work day or forty (40) hours in any work week. Time and one-half (1½) will be paid for all work on the 6th consecutive day. Double time will be paid for all work on the 7th consecutive day. There will be no pyramiding of overtime payments under this Agreement. Holidays and sick leave shall be considered time worked in computing overtime. In case of scheduled overtime, personal leave time will not be counted as time worked.

10.10 Regular drivers' meetings will be scheduled for the third Monday of each month, although the District reserves the right to change such meetings with two business days' posted notice, and more frequent meetings may be called if deemed necessary by the District. Drivers who fail to attend without receiving a prior excuse for legitimate reasons shall be subject to discipline.

ARTICLE 11 HOLIDAYS

11.1 All Full-Time, School Year, and Regular Hourly Employees who are actively employed shall be granted holidays with pay according to the following schedule. An employee must work the regular scheduled working day before and the regular scheduled working day after the holiday to receive said holiday pay. An employee shall not lose holiday pay because of his or her personal illness or family illness on the day before or after a holiday, provided the employee submits a physician's statement as a condition of receiving sick/family illness pay and holiday pay.

HOLIDAY SCHEDULE

New Year's Day *
Martin Luther King Day *
Good Friday
Memorial Day *
July 4th (not granted to school year employees)
Labor Day (not granted to school year employees)
Thanksgiving Day *
Friday after Thanksgiving
Christmas Eve
Christmas Day *
New Year's Eve
Veterans Day (not granted to school year employees)

Full-Time Employees	12	
School-Year Employees	9	
Regular Hourly Employees	5	(marked with *)

11.2 Employees shall be entitled to the above-mentioned legal holidays except when it is necessary to meet operating requirements and maintain service. In this event, any employee scheduled to work on the above designated holidays shall at their option be allowed another day off as schedules will permit or be compensated at the rate of time and one-half (1 ½) of the regular hourly rate plus holiday pay.

11.3 Any employee on sick leave or bereavement who would otherwise be entitled to a paid holiday shall not have the holiday charged against his sick leave credit.

11.4 When a holiday falls during an employee's paid vacation, such employee shall receive an additional day off.

ARTICLE 12 VACATIONS

12.1 All full-time (12 month) employees will be eligible for vacation with pay according to the following schedule:

After one (1) year - through five (5) years	10 days
After six (6) years	11 days
After seven (7) years	12 days
After eight (8) years	13 days
After nine (9) years	14 days
After ten (10) years	15 days
After eleven (11) years	16 days
After twelve (12) years	17 days
After thirteen (13) years	18 days
After fourteen (14) years	19 days
After fifteen (15) years	20 days

12.2 A week's vacation shall consist of five (5) working days, or forty (40) hours pay at the employee's straight time hourly rate.

12.3 Once vacations are scheduled and approved, they may not be changed except by mutual agreement between the District and the Employee. Vacation schedules must be submitted by May 1st of each year for the coming school year.

12.4 If a holiday occurs during employee's vacation period, such employee shall be entitled to an additional day off with pay at a time mutually agreeable between the District and the Employee.

12.5 If an employee is terminated or dies before taking earned vacation, pay for such unused vacation will be paid.

12.6 If an employee is required to cancel his or her vacation because of unforeseen circumstances and such vacation cannot be rescheduled within the vacation year, then vacation may be carried over to the next vacation year. At the discretion of the District, an employee may carry over one week of vacation for a special reason.

12.7 Advance Pay: for vacations of one week (5 days) or longer, an employee may request advance pay, but the request must be made at least two weeks before the payroll day preceding vacation.

12.8 Vacations must be scheduled in blocks of at least one week (5 days), except one week (5 days) may be used in single day segments.

12.9 Full time (12 month) employees with immediate prior consecutive service as school year or regular hourly employees (working at least 20 hours per week) shall be entitled to one year's credit for vacation entitlement purposes, for each three-year block of such prior service.

12.10 Employees who transfer with 3 or more years of completed service will receive prorated vacation days from the date of transfer until their next anniversary.

12.11 Vacation time will be awarded on July 1. Those employees who have worked less than a full year shall receive prorated vacation time.

ARTICLE 13 SICK LEAVE DAYS

13.1 All Full-Time, School Year and Regular Hourly Employees shall be credited with sick leave as follows (day refers to the employee's scheduled work day):

Accumulation Per Month Maximum Accumulation

Full-Time Employees	1 day	165
School-Year Employees	1 day	165
Regular Hourly Employees	1 day	100

13.2 Sick days shall cover necessary absence from duty because of accident or personal illness or a wellness visit to a doctor and a physician's statement may be requested when in conjunction with any paid leave time or school recess period. A physician's statement may also be required when a pattern exists.

13.3 An accounting of accumulated sick leave days will be given to each employee at the beginning of his/her work year.

13.4 Sick leave is accrued on a monthly basis and sick leave days will not be advanced. In order to accumulate a sick day, the employee must be actively at work for at least 50 percent of his regularly scheduled workdays for the month. Bereavement, personal days and vacation time count as time worked. [Provisions for sick leave on retirement are set forth in Article 20.]

13.5 Employees have the option to accumulate sick days or receive half-pay for unused sick-leave days on an annual basis. If an employee elects to be paid for the previous year's unused sick leave days, that employee will receive payment for the previous year's (July 1 - June 30) unused sick leave days on the first pay period of the school year. The payment of unused sick days is only available for employees who are returning to employment in the subsequent school year. Employees will never be eligible to use sick time in excess of the maximum accumulated days (refer to MOA of 8-29-03).

ARTICLE 14 PERSONAL BUSINESS DAYS

14.1 All Full-Time, School Year and Regular Hourly Employees shall be excused from work for no more than three (3) days each year to take care of personal business. The purpose of personal days is to provide time for the employee to dispose of matters that can't be reasonably handled during a regular non-working day.

14.2 Personal days will not be granted on the day before or the day after any holiday, other paid leave, unpaid leave, or school recess periods. Applications for personal days will be submitted to both the immediate supervisor and the Department Head (or appropriate Principal) at least two working days before the requested day. Emergency requests may be granted.

14.3 Employees shall be permitted to use personal days in full day segments or half-day segments. Personal days for new employees shall be pro-rated (to the closest full day) according to the number of months of active employment by the new employee within the contract and school year (July 1-June 30) as follows: date of hire from July 1 through October 31 = 3 days; November 1 through January 31 = 2 days; February 1 through April 30 = 1 day; May 1 through June 30 = 0 days.

APPLICATION FOR PERSONAL DAY	
NAME: _____	DATE OF ABSENCE: _____
REASON -- Please specify the personal business that cannot be reasonably handled during your non-working time: _____ _____	
DATE SUBMITTED: _____	
IMMEDIATE SUPERVISOR: _____	
APPROVED: ____ YES ____ NO DATE: _____	
DEPARTMENT HEAD: _____ (or appropriate Principal)	
APPROVED: ____ YES ____ NO DATE: _____	

ARTICLE 15

BEREAVEMENT OR SERIOUS ILLNESS IN THE IMMEDIATE FAMILY

15.1 In the event of the death of one of the following members of an employee's family: spouse, child, parent, brother, sister, grandparent, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, step-mother, step-father, step-child, step-sister, step-brother; the employee shall be granted up to three (3) paid leave days in lieu of scheduled work time. In the event of the death of an employee's aunt, uncle; the employee shall be granted one (1) paid leave day in lieu of scheduled work time. Such leave is intended to permit the employee to attend and/or prepare for funerals/memorial services and will be available only during the employees' work year. Documentation may be required.

15.2 In the event of a serious illness of one of the following members of an employee's family: spouse, child, parent, brother, sister, grandparent, the employee must be granted up to three (3) paid leave days per year, as are necessary. An employee requesting such a leave must submit a physician's statement certifying the serious nature of the illness. Serious illness shall be defined as life threatening, requiring hospitalization, or a visit to a health clinic or doctor's office.

15.3 In the event an employee requests additional time for the purpose of traveling to the funeral of those mentioned above, the employee may be granted unpaid leave or the use of personal or vacation time. Granting of such additional leave shall not be unreasonably withheld.

ARTICLE 16
LEAVE OF ABSENCE, PERSONAL

16.1 A request for an unpaid leave of absence should be submitted to an employee's immediate supervisor and Department Head (or appropriate Principal) who shall review the same and forward it to the Board of Education with their recommendation. The leave of absence decision rests solely with the Board of Education. The leave may be requested for up to one year in duration and may be extended, at the discretion of the Board. The maximum length of such leave shall be twenty-four (24) months in duration.

16.2 A request for an extension must be submitted in writing at least ninety (90) days prior to the scheduled return date. Also, employees on a personal leave of absence must notify the District at least ninety (90) days prior to the scheduled return date of their intent to return to work or to resign. This notice shall not apply where the employee is unable to predict his/her ability to return to work because of physical disability.

16.3 A request for a leave-of-absence because of other employment opportunities outside the District shall not be considered a valid reason.

16.4 The leave shall be granted for a definite period and, in the discretion of the District, may be requested to begin and end at the beginning or end of a school semester.

16.5 For leaves of two weeks or less, the Superintendent (or designee), in his sole discretion, may grant unpaid leave upon the recommendation of the Department Head or appropriate Principal.

ARTICLE 17
CHILD CARE LEAVE (WITHOUT PAY)

17.1 Leave without pay, up to twelve (12) months, for child care purposes, will be automatically granted when in conjunction with the birth of a child or adoption of a child younger than the minimal age for public school attendance in the Brockport Central School District. The employee must notify their immediate supervisor at least thirty (30) days prior to the date of commencing such a leave. Reinstatement without loss of seniority or other benefits shall be made upon the employee's return. Notice of intent to return must be given at least sixty (60) days in advance.

ARTICLE 18
MILITARY LEAVE

18.1 Employees covered by this Agreement shall be granted military leave in accordance with the applicable provisions of state and federal law.

ARTICLE 19
JURY DUTY

19.1 An employee selected for Jury Duty shall receive paid leave when attendance as a juror is required on regularly scheduled workdays of the employee. For full time employees who work on shifts, the following will apply:

* A SHIFT (7:00 a.m. - 3:00 p.m. approximately)

These employees whose presence is required at jury duty during their regular work hours will be paid for that shift.

* **B SHIFT** (3:00 p.m. - 11:00 p.m. approximately)

These employees whose presence is required at jury duty after 11:00 a.m. will receive a full days pay for the next work shift provided that shift is not separated from the jury duty obligations by a sick day, vacation day, personal day or some other non-working day.

C SHIFT (11:00 p.m. - 7:00 a.m. approximately)

These employees whose presence is required at jury duty during the next work shift (provided that shift is not separated from the C shift by a sick day, vacation day, personal day or some other non-working day) will be entitled to be paid for the C shift preceding jury duty.

* The definition of the three shifts is an approximation only. It is recognized that the shifts vary due to operational needs and that some employees have work schedules that do not fit into any of the three categories.

This article will apply to summer bus drivers and summer bus attendants who also hold positions as regular drivers and regular attendants during the school year.

19.2 Employees on such leave will remit to the District all remuneration received for Jury Duty, with the exception of money paid for the reimbursement of travel and parking.

19.3 Employees requesting payment for Jury Duty must, as a condition of such payment, notify their supervisor immediately upon receipt of a subpoena for Jury Duty.

19.4 The employee will cooperate with the District in a request for deferral or excuse from Jury Duty whenever, in the District's judgment, such a request is appropriate.

19.5 Whenever attendance as a juror is not required by the Court, the employee will report for his normal work duties.

ARTICLE 20
RETIREMENT

20.1 The District agrees to provide coverage under the New York State Retirement Plan, Section 75e or Section 75i with the Section 60-b Insurance Rider and the Section 41(j) Sick Leave benefit to employees during the term of this Agreement. Coverage and employee contributions shall be determined by the applicable provisions of the Retirement and Social Security Law.

ARTICLE 21
HEALTH INSURANCE

21.1 Employees covered by this Agreement who are regularly scheduled to work 30 hours or more per week shall be entitled to the health insurance coverage provided by this Article except Bus Drivers and Cooks who work at least 25 hours/week will eligible for health insurance through the term of this contract. Through the term of this agreement only, any employee enrolled in health insurance by June 30, 2005 and whose hours are reduced below 30 hours by the District will continue to be eligible for health insurance provided that they work at least 25 hours. During the term of this agreement employees who lose health insurance because of a change of hours initiated by the District and who later become eligible for health insurance will not be considered "new enrollees".

21.2 a) The health insurance coverage shall be the coverage available through any of the current health insurance plan options which include Blue Million, BluePoint 2 Extended, BluePoint 2 Select, BluePoint 2 Value, and Comprehensive Plus. After consultation with the Union, the District may discontinue any of the above referenced plans and offer alternative plans provided that such plans provide substantially equivalent coverage for a comparable cost through the same or a different insurance carrier. The District, in its discretion, may add additional optional plans. The District contribution toward health insurance coverage varies based on the health insurance status of the unit member and Blue Point2 Value as per the chart to follow.

Health Insurance Status	District Contribution	Employee Contribution
Current employees with District coverage as of June 30, 2005	95% of Blue Point2 Value	5% of Blue Point2 Value
New enrollees as of July 1, 2005 – Year 1*	80% of Blue Point2 Value	20% of Blue Point2 Value
New enrollees as of July 1, 2005 – Year 2*	90% of Blue Point2 Value	10% of Blue Point2 Value
New enrollees as of July 1, 2005 – Year 3*	95% of Blue Point2 Value	5% of Blue Point2 Value

* Employees hired prior to January 1 will be considered as having worked a full year for this purpose.

b) Any employee who is eligible for coverage under another health insurance plan at a cost equal to or less than the employee's cost under the District plan shall not be eligible for District coverage. An employee who is on an unpaid leave of absence will be eligible for District coverage by contributing the full cost thereof monthly in advance of the premium date; except as may be required by the Family and Medical Leave Act.

c) Assuming sufficient employee participation to meet eligibility requirements, dental insurance will be made available at full cost to participating employees.

d) Effective October 1, 2005, the District will contribute the following amounts each year of this contract, to a Section 125 plan for employees enrolled in a District health care plan as of June 30, 2005 and for new enrollees when they reach their third year of enrollment:

Single Plan - \$150

2 Person Plan - \$200

Family or Family No Spouse Plan - \$250

The District's obligation, to make contributions on behalf of unit members with health insurance, to a flexible spending plan (IRS Section 125) will "sunset" and end as of the termination date of this agreement, not withstanding the provisions of Section 209 of the Civil Service Law.

ARTICLE 22

WAGES

22.1 Employees covered by this Agreement shall receive a wage increase of 3.5% over the wage paid in the 2005-06, 2006-07, 2007-08 school year. Wage increases for subsequent school years will not be paid unless negotiated in a successor agreement. All employee stipends are referenced in APPENDIX A-1 AND A-2 of this agreement.

22.2 No employee shall be paid less than the minimum starting rate for each job classification as referenced in APPENDIX A-2. All raises shall be effective on July 1. In order to be eligible to receive a wage increase (employees hired before February 1), the employee must have completed his/her work year by July 1.

22.3 Prior to the start of each school year, the Director of Transportation shall set the routes for regular drivers and ascribe a workday (number of hours) for each driver, which shall include any layover time between morning runs and between afternoon runs.

22.4 An employee who changes job classifications shall be given an appropriate wage as per the following guidelines.

a) Employees who move to a higher paying job* will have their wage set by being awarded the higher of the starting wage of the new position OR their current wage plus \$.60 per hour.

b) Employees who move to a lower paying job* will have their wage set by calculating the starting wage plus 4% times the number of years of continuous service to the District in any job classification. The maximum years of credited service shall be fifteen (15).

*A higher or lower paying job will be defined only by the minimum starting wage rate contained in the negotiated agreement.

22.5 Effective July 1, 2000, in those instances where an unsuccessful provisional appointee (one who fails the competitive Civil Service exam or fails to meet some other Civil Service job qualification after appointment) is required by the Civil Service Commission to vacate the position and he or she is the successful bidder for another posted position in the District, he or she shall be placed on the wage rate of the new classification as per Article 22.4.

22.6 All employees shall be subject to a payroll lag. Eleven months' employees shall receive pay for their summer work over the five summer pay periods, as in the past.

22.7 Deductions from pay for non-compensable time not worked shall be on the basis of the employee's hourly wage rate.

22.8 Direct deposit shall be required for all earned compensation (net check).

ARTICLE 23 SENIORITY

23.1 Seniority is based on length of continuous service the employee has with the Employer and in the job classification in which he works.

23.2 In all cases of layoffs, job classification seniority shall govern with due consideration for ability to perform the particular job. When the Employer rehires any employee in any job classification, employees on layoff from said classification shall be rehired in reverse order in which they were laid off. In the event the Employer needs additional employees in said job classification, it shall then offer such work to employees on layoff in other job classifications in accordance with their employee seniority, provided such employee is capable of performing the available work.

23.3 The Employer agrees to supply the Union, within two (2) weeks after execution of this Agreement, with a list containing the names and addresses of all employees covered by this Agreement with their length of service with the Employer, and in the job classification in which they are employed in job classifications seniority order. Such list shall be kept up to date by notice to the Union of all employees who are listed, laid off, discharged, hired or rehired. Seniority shall be broken for any of the following reasons:

- 1) An employee quits or resigns;
- 2) An employee is discharged for cause;
- 3) An employee is laid off for a period longer than twenty-four (24) consecutive months unless he is sick due to injury on the job.

The Employer shall notify the Union of any contemplated layoffs and the cause therefore.

23.4 The provisions of this Article shall be subject to the applicable provisions of the Civil Service Law regarding layoff and recall for competitive positions.

23.5 In the event it is necessary to involuntarily transfer an employee to a different job classification on a temporary basis (not longer than 60 days) or on a permanent basis, the least senior employee in the job classification from which the transfer is to be made shall be transferred, provided he/she is qualified. The transferred employee shall receive a \$.60/hr increase for movement to a higher job classification OR their current rate of pay if moving to a lower job classification. In the event a temporary transfer (not longer than 60 days) can be effectuated on a voluntary basis, employees within the job classifications shall be notified, and it shall be awarded to the most senior employee within the job classification.

23.6 a) All new employees shall be considered as probationary for a period of one school year* from the beginning of their employment.

Full time employees *	July 1 - June 30
School year employees	September 1 - June 30
Regular hourly employees	September 1 - June 30

During this time, they will not be entitled to seniority, but will be held bound by all of the other provisions of this Agreement. A new employee may be summarily dismissed within said one-year period from the date of employment at the sole discretion of the Employer. If such employee is retained beyond the one-year probationary period from the beginning of his employment, he shall immediately thereafter be classified as a regular employee and his seniority shall commence as of the date of his/her original employment.

b) Employees entitled to Civil Service Law §75 hearing rights who have at least 5 years seniority may elect binding arbitration in lieu of a civil service hearing, at which the Arbitrator will be empowered to consider whether the decision to discipline or discharge the employee was for good and sufficient cause. Employees not entitled to Civil Service Law hearing rights may grieve discipline or discharge up to Step Three (Superintendent), except that a suspension of more than 2 weeks, or a termination, may be appealed to the Board of Education, whose decision shall be final.

c) An employee called in by Supervision for a disciplinary interview may request the presence of another employee or a union steward, provided this shall not unduly delay the meeting.

d) In the event an immediate supervisor suspends or terminates an employee, this action will be reviewed by the District's Personnel Administrator within two working days, but this shall not affect rights or obligations under the grievance procedure.

SENIORITY FOR EMPLOYEES HIRED BEFORE 9-1-01

23.7 a) In the event there are any job vacancies, such jobs shall be posted on a bulletin board in locations accessible to all employees for a period of five (5) consecutive working days. The job shall be awarded to the senior employee in the bargaining unit who bids for such job, provided he is at least equally qualified and capable of performing it. The determination of the qualifications of any job or the qualifications or capability of an employee shall in the first instance rest with the Employer. Any interested applicant will be provided with the job description and/or qualifications upon request. The District shall provide to the Union, upon request, the job description for any position. Only the original vacancy and the opening resulting from a successful bid will be posted.

b) The above procedure is only available to employees with more than one year of service with the District, and such employees may not utilize the procedure more often than once in any six-month period.

c) The above procedure is available only for changes in job classification or for shift changes and not for transfers within a classification, except that if there is a vacancy within an employee's same classification which would benefit that employee by an increase of more than 10% in his/her total compensation package (including benefits exclusive of any stipends), then that employee shall be entitled to bid on such vacancy.

d) If the hours of work of a position are increased, the District may retain the incumbent at that position, provided, however, that if the hours of a position are increased by more than 25% in a school year, it shall be posted. With respect to Food Service workers in each kitchen, the most senior employee shall have the right to work the jobs with the greatest number of hours.

e) All civil service requirements shall apply to filling vacancies, including competitive lists and job qualifications.

f) The award of a job shall be probationary for a period of 90 days. If the employee is relieved of the new position for failure to perform the job satisfactorily, in the District's judgment (or if the employee decides to voluntarily relinquish the position), he/she shall return to the previous position held with no loss in the rate of pay or seniority and the position shall again be posted. A decision by the District to return the employee to the previous position may be grieved.

SENIORITY FOR EMPLOYEES HIRED ON OR AFTER 9-1-01

23.8 a) In the event there are any job vacancies, such jobs shall be posted for bid on a bulletin board in locations accessible to all employees for a period of five (5) consecutive working days. Bidding on open positions will be restricted to lines of employment. Jobs shall be awarded on the basis of seniority to qualified employees in a particular line of employment. Lines of employment are defined as Food Service; Instructional Support/Pupil Personnel/Clerical; Operation and Maintenance/Print Shop/Auto Mechanic/Security/Grounds; and Transportation (excluding Auto Mechanics).

b) The posting shall contain the job duties and/or qualifications of the position and a copy shall be provided to an applicant and the Union upon request.

c) Only the original vacancy and the opening resulting from a successful bid will be posted.

d) Employees in other lines of employment may apply for vacant positions in a different line of employment and will be considered for those positions based on their individual qualifications as compared to all other applicants. Such employees shall have no preference for such positions and the District retains the discretion to select the applicant that, in its judgment, is the best qualified. The District's decision about hiring decisions will be final.

e) In instances where, due to physical limitations/disabilities as documented by a physician to the satisfaction of the District, an employee is unable to perform the essential functions of his/her job, said employee will be permitted to use District seniority to bid across lines of employment provided that he/she is qualified to perform the work.

f) The job bidding procedure is only available for changes in job classification or for shift changes and not for transfers within a classification with one exception. If there is a vacancy within an employee's same classification that would benefit that employee by an increase of more than 10% in his/her total compensation package (including benefits exclusive of any stipends), then that employee shall be entitled to bid on such vacancy.

g) If the hours of work of a position are increased, the District may retain the incumbent in that position, provided, however, that if the hours of a position are increased by more than 25% in a school year, it shall be posted. With respect to Food Service workers in each kitchen, the most senior employee shall have the right to work the jobs with the greatest number of hours.

h) All District and Civil Service requirements will apply to the filling of vacancies, including competitive lists and job qualifications.

i) The award of a job shall be probationary for a period of 90 days. If the employee is relieved of the new position for failure to perform the job satisfactorily (in the sole discretion of the District) or if the employee agrees to voluntarily relinquish the position, he/she shall return to the previous position held and the position will again be posted. A decision by the District to return the employee to his/her previous position may be grieved.

ARTICLE 24 JOB STEWARDS

24.1 The Employer recognizes the right of the Union to designate Job Stewards and alternates. The authority of Job Stewards and alternates so designated by the Union shall be limited to and not exceed the following duties and activities:

- a) The investigation and presentation of a grievance in accordance with the provisions of the collective bargaining agreement.
- b) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information
 - 1) have been reduced to writing, OR
 - 2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

24.2 Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business.

24.3 Job Stewards shall be authorized to investigate, prevent and process grievances on or off the property of the Employer, without loss of time or pay, with prior approval.

ARTICLE 25 BULLETIN BOARDS

25.1 The Employer shall provide a bulletin board at a place designated by the Employer for the purpose of posting the following:

- a) Notices of Union recreation and social affairs.
- b) Notices of Union elections.
- c) Notices of Union appointments and reports of Union meetings.
- d) Notices of Union meetings.
- e) Other notices considered bona fide Union activities and which have no other general distribution or posting by employees.

25.2 There shall be no other general distribution, or posting by employees of pamphlets, advertising or political matter, and notices of any other kind of literature upon school district property other than as herein provided.

25.3 Employer has the right to inspect and approve all material, which the Union proposes to post.

ARTICLE 26
USE OF FACILITIES

All building facilities shall be available to the Union as stated below:

26.1 At the beginning of the school year the chairman of the Union shall submit a list to the Superintendent of regularly scheduled Union meetings for the school year. Such list shall include dates, times, and places.

26.2 In the event of emergency meetings, the chairman shall inform the Superintendent concerning date, time and place as soon as he is aware of the need.

26.3 No meeting shall interfere with the use of school building for regular school business.

ARTICLE 27
TOOLS AND EQUIPMENT

28.1 Under no circumstances will an employee be required to work in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment.

28.2 Employees shall immediately or at the end of their shift report all defects in equipment. The District shall not ask or require any employee to use equipment that has been reported in writing by any other employee as being in an unsafe operating condition unless such equipment has been inspected by the appropriate supervisor and the defect reported or declared in writing not to exist by said supervisor.

28.3 All equipment, which in the judgment of the appropriate supervisor is not mechanically sound or is unsafe shall be appropriately tagged so that it cannot be used by other employees until properly repaired.

28.4 The District will provide all special tools as may be required to adequately perform the various tasks. All special tools shall be supplied, maintained and replaced by the District except when lost, damaged or destroyed through an act of carelessness or other deliberate act on the part of the employee. In such a case, the employee shall be responsible for restitution.

28.5 A list of the personal hand tools required has been prepared and distributed to all concerned.

28.6 Mechanics who supply their own tools shall be reimbursed up to \$300 per year for the purpose of purchasing tools needed to be replaced due to wear or breakage or for new tools. Receipts or invoices will be required to verify these purchases.

ARTICLE 28
GENERAL

UNION REPRESENTATION

29.1 a) Duly authorized representatives of the Union shall be permitted to visit the buildings of the District during regular business hours upon notification to the District, for the purpose of settling grievances and observing conditions under which the employees are working. Such visits, however, shall not interfere with or delay the employees in the performance of their duties.

b) The Employer shall give the Union a list of all supervisors, and the Union shall likewise give to the District a list of its Representatives and any changes as they occur.

PHYSICALS

29.2 The District will have the School Physician perform all required physicals during employment at no cost to the employee.

WORKER'S COMPENSATION

29.3 Sick leave taken by the employee, as a result of an on-the-job injury, shall be at the option of the employee, reinstated to the credit of the employee to the extent that the compensation carrier reimburse the employer for wages paid during his or her absence from work.

EMERGENCY CLOSING

29.4 a) All employees who are not notified in advance not to report to work and who do report for work at their regular reporting time and for whom there is no work, will receive pay for one-half of their regularly scheduled work hours, not to exceed (4) hours pay at their regular hourly rate. Employees shall be notified individually or through prearranged media sources at least one hour before their regularly scheduled starting time in order to be expected not to report to work.

b) Should the facility be closed in total after the regular workday of the employee has started, the employee will receive his hourly rate for his scheduled hours for that day.

c) No personal days may be used for time lost from work when no work is available due to emergency closings. The District will pay employees when school is closed for snow emergencies up to a maximum of three days. Employees required to work during such a snow emergency shall receive no additional benefit.

d) When school closes during the day for emergency reasons, all non-teaching building employees will be expected to work their normal workday unless noted otherwise by the Superintendent of Schools.

INDIVIDUAL AGREEMENTS

29.5 The District agrees not to enter into any Agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

JOB DUTIES CHANGE

29.6 If substantial changes are made in the regular job duties or requirements of any job, either the Union or the District may propose a revision of the wage standards for that job.

29.7 The District agrees to pay employees a travel allowance per the IRS approved rate.

29.8 Parking facilities shall be available to all non-teaching personnel and designated by the District.

29.9 The District agrees it will not assign any unit work to non-bargaining unit employees (i.e., teachers driving buses) or supervisors except for purposes of training or in emergencies.

SUBCONTRACTING

29.10 The District has the right to subcontract work performed by unit members, provided that the District will give the Union reasonable advance notice of its decision and will negotiate as required by law with the Union concerning the impact such subcontracting has on unit members.

PERSONNEL FILE

29.11 a) Employees covered by this Agreement shall have the right to review their personnel file and make copies, at their own expense, of materials contained therein at a reasonable time with reasonable advance notice.

b) Written materials concerning an employee's work performance or conduct shall be initialed by the employee, which shall indicate that the employee has seen such materials.

EARLY DISMISSAL

29.12 On the day prior to a vacation (Christmas, midwinter, Easter) all District secretaries may leave (1) hour prior to their regularly assigned quitting time. Elementary school secretaries unable to avail themselves of this benefit will be given release time equal to secondary school secretaries during the school year at times that do not negatively impact the operation of the elementary schools but not during the student day.

TUITION REIMBURSEMENT

29.13 Tuition reimbursement will be allowed in the sole discretion of the District for job-related courses approved in advance and satisfactorily completed. However, reimbursement will be allowed in all cases in which courses are mandated by the District.

ARTICLE 29 SAVINGS CLAUSE

30.1 If any Article or Section of this Agreement should be held invalid by operation of law or by any governmental agency or any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. Any masculine term as used herein shall include the feminine and vice versa.

ARTICLE 30 LEGISLATIVE APPROVAL

31.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 31 DURATION AND CHANGES

32.1 The provisions of this Agreement shall be effective on and after July 1, 2005, and shall remain in full force and effect until June 30, 2008, and, unless either party gives 60 days' written notice prior to the expiration of this contract of its desire to modify or terminate said agreement, this contract shall be renewed for a one year period and successively for one year periods until such written notice is provided.

32.2 This Agreement shall constitute the full and complete commitment between the parties, and no verbal statement or other agreement, except an amendment in writing annexed hereto, shall supersede the provisions herein.

32.3 It is agreed that parties have the full opportunity to negotiate with regard to those items which are the subject of mandatory collective bargaining under law. Therefore, both parties agree that negotiations will not be reopened on any item whether contained herein or not during the life of this Agreement.

FOR THE BROCKPORT CENTRAL
SCHOOL DISTRICT

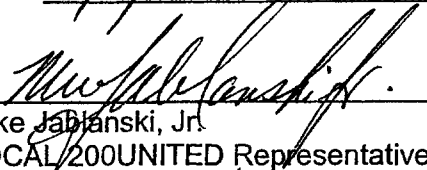

James C. Fallon
Superintendent of Schools

Date: 6-2-05

FOR THE LOCAL 200UNITED, S.E.I.U, AFL-CIO


Jerry Dennis
LOCAL 200UNITED President

Date: 6/6/05


Mike Jablonski, Jr.
LOCAL 200UNITED Representative

Date: 6/6/05

APPENDIX A - 1

STIPENDS

Stipends are indicated by asterisks (*). Such stipends shall continue to be discretionary and may be denied or eliminated for lack of experience or poor performance; however, an employee may grieve the elimination of a stipend on the grounds that the action was for arbitrary or capricious reasons, or without any support in the evidence.

*	Cleaners and Custodians with Stationary Engineers License	\$300
**	High School Head Building Custodian (A Shift)	\$1,400
	Middle School Head Building Custodian (A Shift)	\$1,400
	Hill School Head Building Custodian (A Shift)	\$900
	Barclay School Head Building Custodian (A Shift)	\$800
	Ginther School Head Building Custodian (A Shift)	\$600
***	High School Night Custodian (B and C Shift)	\$500
	Middle School Night Custodian (B and C Shift)	\$500
	Hill School Night Custodian (B and C Shift)	\$300
	Barclay School Night Custodian (B and C Shift)	\$200
	Ginther School Night Custodian (B and C Shift)	\$200
****	Building Secretaries (Senior School Secretary and School Secretary)	\$700
*****	Lead Auto Mechanic	\$1,000

- See Appendix A-2
- ** See Appendix A-2
- *** See Appendix A-2
- **** See Appendix A-2
- ***** See Appendix A-2

One-half of the stipend will be paid with the last pay period in December and the remaining half with the last pay period in June.

APPENDIX A - 2

LOCAL 200 UNITED JOB CLASSIFICATIONS & MINIMUM STARTING WAGE RATES

CLERICAL/SECRETARIAL	2005-06	2006-07	2007-08
BUILDING SECRETARY****	13.70	14.11	14.53
CLERK III/TYPING	10.30	10.61	10.93
CLERK TYPIST	8.90	9.17	9.44
DATA ENTRY	8.73	8.99	9.27
DISTRICT WIDE			
PRINT SHOP ASSISTANT	8.71	8.97	9.24
PRINT SHOP TECHNICIAN	14.16	14.59	15.02
FOOD SERVICE			
ASSISTANT COOK	7.80	8.03	8.27
COOK	9.54	9.82	10.12
COOK MANAGER	11.72	12.07	12.44
FOOD SERVICE HELPER	7.34	7.56	7.79
OPERATIONS MAINTENANCE			
AUTO MECHANIC*****	13.39	13.79	14.21
CLEANER*	8.90	9.17	9.44
CUSTODIAN**/**/**	11.26	11.90	12.26
DRIVER/MESSENGER	9.27	9.55	9.83
GROUND EQUIP OPERATOR	11.37	11.71	12.07
HEAD BLDG CUSTODIAN**	12.61	12.99	13.37
LABORER	8.90	9.17	9.44
LAUNDRY WORKER	7.57	7.80	8.03
MAINTENANCE MECHANIC 1	13.18	13.58	13.99
MAINTENANCE MECHANIC 2	12.45	12.83	13.21
SECURITY WORKER	9.62	9.91	10.21
INSTRUCTIONAL SUPPORT			
ASST USER SUPPORT INST II	10.30	10.61	10.93
AV AIDE	7.69	7.92	8.16
AV ASSISTANT	8.73	8.99	9.27
CAFETERIA COORDINATOR	8.70	8.96	9.23
CAREER CENTER SPECIALIST	8.73	8.99	9.27
HALL MONITOR	7.77	8.00	8.24
ISS AIDE	8.59	8.85	9.12
LIBRARY MEDIA ASSISTANT	8.04	8.29	8.53
SCHOOL AIDE	7.57	7.80	8.03
SIGN INTERPRETER	18.80	19.36	19.94
TEACHER AIDE	8.04	8.29	8.53
TRANSITION SUPP SPECIALIST	11.94	12.30	12.67
PUPIL PERSONNEL			
NURSE AIDE	8.50	8.75	9.02
TRANSPORTATION			
AUTO MECHANIC****	13.39	13.79	14.21
BUS ATTENDANT	8.04	8.29	8.53
BUS DRIVER	12.15	12.52	12.89
BUS DRIVER TRIP RATE	10.83	11.15	11.48

APPENDIX B

GRIEVANCE PROCEDURE

All disputes between the Employer and the Union or between the employer and any of its employees relating to this Agreement, its meaning, application or interpretation, shall be settled in accordance with the following grievance procedure, and there shall be no strikes or cessation of work by the employees or lockouts by the Employer during the term of this Agreement.

Step One: All grievances must be initiated within five (5) working days of the alleged occurrence. It shall first be discussed with the Grievant and his steward, and the employee's immediate supervisor. The supervisor must give his answer within three (3) working days of such meeting.

Step Two: If a satisfactory settlement is not reached in Step One, the Grievant must reduce his grievance to writing and give or send a copy of the same to the Assistant Superintendent for Personnel, the Grievant, and one of the Union's officers and/or Business Agents or Stewards shall meet in an attempt to settle the dispute. A written answer must be given by the Employer within five (5) days after such meeting.

Step Three: If the grievance is not settled in Step Two, copies of all written replies and the grievance shall be forwarded to the Superintendent of Schools within five (5) working days after receipt of the Step Two decision. The Grievant, the Union's full-time officer and/or business agent and the District Superintendent shall meet and attempt to settle the grievance within five (5) working days after the District Superintendent's receipt of the Step Two answer. A written answer must be given by the Employer within five (5) working days after such meeting.

Step Four: In the event no agreement is reached at Step Three, either the Union or the Employer may, upon written notice to the other, appeal the grievance to arbitration within five (5) working days after receipt of the Step Three answer. The parties shall then promptly attempt to mutually agree upon the Arbitrator within five (5) working days after notice to appeal.

GRIEVANCE

If the parties are unable to mutually agree upon an Arbitrator within five (5) working days, then the Employer and the Union shall request the Public Employment Relations Board to submit a panel of seven names of suggested Arbitrators. The parties shall then select the Arbitrator from the list by each party alternately removing one name from the list until but one name remains. The Employer shall strike the first name.

The decision of the Arbitrator shall be final and binding. However, it is agreed that the Arbitrator shall be bound by the terms of this Agreement and shall have no authority whatsoever to modify its terms.

The expense of the Arbitrator selected, the hearing room and the transcript of the testimony if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the Employer and the Union. The fees paid to the Arbitrator shall be based on the schedule established by the Public Employment Relations Board. All other expenses incurred shall be paid by the party incurring them.

The entire grievance procedure must be exhausted before going to arbitration unless both parties agree to skip one or more of the steps.

The Attendance Policy is a separate document agreed to in negotiations and is subject to review by the Labor Management Committee. Any changes or modifications will be made by mutual agreement and distributed to bargaining unit members and management.

EMPLOYEE ATTENDANCE POLICY

Regular attendance is important in every workplace, but it is absolutely essential in the operation of a school system.

Everyone is subject to occasional sickness or injury, or will need to miss work because of priority or personal situations. However, employees who evidence patterns of frequent absences, absences in conjunction with weekends or holidays, or long periods of inability to work for whatever reason, have a negative impact on the operation of the district. First, this can be an expense to the district and its taxpayers when these employees are using paid leave and are being maintained with benefits. Secondly, the possibility of having unfamiliar personnel substituting in various positions could compromise the safety of students and the overall operation of the district.

The goal is to improve attendance and avoid having to discipline or terminate any employee for excessive absenteeism. In order to accomplish this, employee attendance records will be reviewed on a regular basis. If an individual employee's attendance becomes problematic, counseling and progressive discipline will result.

The Labor Management Committee will act as a review board when it becomes necessary for a supervisor to deliver a final written warning at eight frequencies, or at a possible discharge (at 12 frequencies) for employees with excessive absences. The supervisor will petition the Committee and present the employee's attendance history leading to a warning or discharge. The supervisor and the Committee will discuss positive ways to improve the employee's attendance and make recommendations to remedy the situation. A consensus vote by the Labor Management Committee will be necessary for final written warnings or termination to take effect. Supervisors will maintain records of progress in resolving attendance concerns and report to the review board as requested.

Clarifications

- 1) An absence or frequency is one or more consecutive work days off from work for any reason except:
 - Jury Duty
 - Military Leave
 - FMLA - the employee has been employed for at least 12 months and worked at least 1,250 hours in the 12 months preceding the request. This includes only hours worked and DOES NOT include vacation, sick time, holiday, personal days and other paid time off.
 - Union Business Leave
 - Bereavement
 - Vacation Days
 - Personal Days
 - The employee is responsible for determining the type of absence to be used prior to the occurrence.
- 2) Penalties for excessive frequencies within a "rolling" calendar year based on the employee's contracted work year:
 - 4 frequencies – conference with supervisor and memo to the supervisor's file
 - 8 frequencies – written warning (final)
 - 12 frequencies – possible termination
- 3) One frequency will be deducted for each three (3) consecutive months of perfect/exemplary attendance
- 4) A lateness will be considered as a half absence but a partial day absent will be considered as a full absence
 - A) In all cases, discipline is subject to the labor contract between the District and Local 200UNITED.
 - B) Employees who have "chronic absenteeism" (missing 20% or more of available work days in a school year) may be subject to termination based on "unavailability for work" even if progressive discipline levels have not been invoked.
 - C) Extenuating circumstances will be considered only in cases of termination for employees with long service and prior excellent attendance and performance records
- 5) Any unused personal days will be added to the employees accumulated sick leave at the conclusion of the school year

6-A) In recognition of any employee's *Perfect Attendance* (no absences) the District will award \$250.00 for 12-month employees or \$200.00 for 10-11 month employees at the conclusion of the school year. An absence is one or more consecutive workdays off for any reason except:

- Jury Duty
- Military Leave
- FMLA
- Union Business Leave
- Bereavement
- Vacation Days

6-B) In recognition of any employee's *Exemplary Attendance* (no absences) the District will award \$150.00 for 12-month employees or \$100.00 for 10-11 month employees at the conclusion of the school year. An absence is one or more consecutive workdays off for any reason except:

- Jury Duty
- Military Leave
- FMLA
- Union Business Leave
- Bereavement
- Vacation Days
- Personal Days

6-C) On a trial basis for the 2004-05 school year, the District and the Union have agreed to implement a third level of attendance award. In recognition of *Good Attendance* the District will award \$75.00 for 12-month employees or \$50.00 for 10-11 month employees at the conclusion of the school year. *Good Attendance* shall, for the purpose of this attendance award, be defined as no more than one frequency of three days of absence or less except:

- Jury Duty
- Military Leave
- Union Business Leave
- Bereavement
- Vacation Days
- Personal Days

Awards for *Good Attendance* shall not exceed \$4,000 total for the 2004-05 school year.

6-D) Employees shall be eligible to receive only one attendance award per year.

7) The Labor Management Committee will review the attendance policy annually.

8/08/00 revised 10/10/01, 7/1/04, 4/12/05

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